

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
WEST PALM BEACH DIVISION**

CASE NO. 22-81945-MC-CANNON/Reinhart

**STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANY AND
STATE FARM FIRE & CASUALTY COMPANY,**

Plaintiff,

v.

HELDO GOMEZ,

Defendant,

**BANK OF AMERICA, N.A. and
MERRILL LYNCH, PIERCE, FENNER &
SMITH INCORPORATED,**

Garnishees.

**ORDER ACCEPTING MAGISTRATE JUDGE'S
REPORT AND RECOMMENDATION [ECF No. 33]**

THIS MATTER comes before the Court upon Magistrate Judge Bruce E. Reinhart's Report and Recommendation on Answers to Writs of Garnishment and Demand for Payment of Attorney Fees as to Garnishees Bank of America, N.A. and Merrill Lynch, Pierce, Fenner, & Smith Incorporated (the "Report") [ECF No. 33]. On November 9, 2023, Judge Reinhart issued the instant Report, recommending that the above-named Garnishees be relieved of liability under the Writ of Garnishment [ECF No. 8], and that Plaintiff be directed to pay the specified Garnishees the statutory fee in accordance with Fla. Stat. § 77.28 [ECF No. 33]. Objections to the Report were due November 27, 2023 [ECF No. 33]. To date, no party has filed objections, and the time to do so has expired [ECF No. 34 (notice of non-objection by Plaintiff State Farm)].

To challenge the findings and recommendations of a magistrate judge, a party must file specific written objections identifying the portions of the proposed findings and recommendation to which objection is made. *See* Fed. R. Civ. P. 72(b)(3); *Heath v. Jones*, 863 F.2d 815, 822 (11th Cir. 1989); *Macort v. Prem, Inc.*, 208 F. App'x 781, 784 (11th Cir. 2006). A district court reviews de novo those portions of the report to which objection is made and may accept, reject, or modify in whole or in part, the findings or recommendations made by the magistrate judge. 28 U.S.C. § 636(b)(1). To the extent a party fails to object to parts of the magistrate judge's report, the Court may accept the recommendation so long as there is no clear error on the face of the record. *Macort*, 208 F. App'x at 784. Legal conclusions are reviewed de novo, even in the absence of an objection. *See LeCroy v. McNeil*, 397 F. App'x 554, 556 (11th Cir. 2010); *Cooper-Houston v. S. Ry. Co.*, 37 F.3d 603, 604 (11th Cir. 1994).

Following de novo review, the Court finds the Report to be well reasoned and correct. Accordingly, it is hereby

ORDERED AND ADJUDGED as follows:

1. The Report [ECF No. 33] is **ACCEPTED**.
2. On or before **January 3, 2024**, Plaintiff is **ORDERED** to pay the statutory fee for part payment of attorney's fees, in accordance with Fla. Stat. § 77.28, to Garnishee Bank of America, N.A. at the following address:


The Noa Law Firm, P.A.
P.O. Box 941958
Miami, Florida 33194
3. On or before **January 3, 2024**, Plaintiff is **ORDERED** to pay the statutory fee for part payment of attorney's fees, in accordance with Fla. Stat. § 77.28, to Garnishee Merrill Lynch, Pierce, Fenner, & Smith Incorporated at the following address:

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McGuireWoods LLP
c/o Jason Bowyer, Esq.
50 North Laura Street
Suite 3300
Jacksonville, Florida 32202

4. No later than **January 4, 2024**, Plaintiff shall file a Notice of Compliance on the docket.
5. Garnishees Bank of America, N.A. and Merrill Lynch, Pierce, Fenner, & Smith Incorporated are hereby **DISCHARGED** from any further liability under the Writs of Garnishment [ECF No. 8].
6. Still pending before the Court are the parties' remaining rights, claims, and issues raised with respect to the writs of garnishment, including, but not limited to, Defendant's request for dissolution of the writs of garnishment issued to Garnishees First Citizens Bank & Trust Company and JPMorgan Chase Bank, N.A [ECF No. 25] and Defendant's Claim for Exemption as it applies to Garnishee JPMorgan Chase Bank, N.A [ECF No. 20].

DONE AND ORDERED in Chambers at Fort Pierce, Florida, this 1st day of December 2023.


AILEEN M. CANNON
UNITED STATES DISTRICT JUDGE

cc: counsel of record